IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.

Civil Revision No.3494 of 2007

Date of Decision: September 24, 2007

Sadhu Ram .....Petitioner

Versus

Parminder Singh .....Respondent

CORAM:- HON'BLE MR.JUSTICE S. D. ANAND

Present: Mr.AK Sharma, Advocate for the petitioner.

Mr.AP Bhandari, Advocate for the respondent.

S. D. ANAND, J.

1. On an ejectment plea preferred by the respondent-landlord, the petitioner-tenant has already been ordered to be ejected by the learned Rent Controller vide order dated 11.4.2007. The appeal, preferred by the petitioner-tenant, is pending consideration before the learned Appellate Authority.

2. The respondent-landlord filed a plea for the award of provisional rent/mesne profits/damages/compensation during the pendency of the proceedings before the learned Appellate Authority, which (Appellate Authority) relied upon the rate of rent currently prevalent in the locality and passed the impugned order.

3. The grievance of the petitioner is that the learned Appellate Authority ought to have directed the learned Rent Controller to fix the

mesne profits after allowing the parties to adduce evidence. Reliance, in support of the advocated plea, was placed upon an unreported ruling rendered by the Apex Court in S.L.P. No.11288 of 2006, decided on 16.7.2007.

4. On the other hand, learned counsel for the respondent-landlord resisted the plea by arguing that both the parties had indeed been afforded opportunity to adduce evidence. The further plea, in the context, is that the respondent-landlord had produced two lease-deeds in respect of different SCOs situated in Sector 20-C, Chandigarh and the petitioner-tenant had produced one lease-deed (of a premises situated in that Sector) in favour of Canara Bank.

5. Faced with that predicament of having to explain that opportunity of adducing evidence had indeed been afforded to the learned counsel for the parties, learned counsel for the petitioner argued that the lease-deeds ought to have been exhibited in accordance with the provisions of the Indian Evidence Act. The plea, in the alternative, is that the learned Appellate Authority ought to have placed reliance upon the lease-deed produced by the petitioner-tenant.

6. In response thereto, learned counsel for the respondent argued that the mode of proof ceases to have any relevance in the context because the production of aforementioned lease-deeds had not been objected before the learned Appellate Authority.

7. It may be noticed that one of the lease-deeds had been executed in March, 2007 and the lease amount payable was @ Rs.75,000/- per month; while the other lease-deed had been executed on 18.5.2005 and the lease amount payable was @ Rs.57,245/- that is in so far as the two lease-deeds

produced by the respondent-landlord are concerned. In so far as the lease-deed produced by the petitioner-tenant is concerned, it provided that the lease amount payable in respect of certain premises let out to Canara Bank was @ Rs.20,000/- per month. However, the petitioner-tenant cannot draw any valid sustenance from it in view of the fact that the initial lease-deed in favour of Canara Bank had been executed about two decades ago and the lease-deed relied upon was only a case of renewal on 15.10.2006. There cannot be any dispute with the proposition that the leasing out a premises for the first time and the renewal of a lease-deed executed about two decades ago would stand on noticeably different pedestal.

8. In the light of the foregoing discussion, the appeal is held to be devoid of force and is ordered to be dismissed.

(S. D. ANAND)
JUDGE

September 24, 2007
SRM

Note: Whether referred to reporter or not? Yes/No